

**Kansas Corporation Commission  
Telephone Billing Practices**

Effective January 11, 1983  
Docket No. 120,408-U

TELEPHONE BILLING PRACTICES

A. Contents of Bill:

- (1) The telephone company shall normally bill each subscriber each billing period in accordance with its applicable rate schedules. Billings may be issued monthly in advance for local service and equipment and in arrears for toll service for all subscribers except the subscribers residing in designated Special Resort Areas (seasonal living) who may be billed annually in advance for local service and equipment. Each telephone company bill issued to a subscriber shall show:
  - a. The period of local service billed for (“billing period”), the approximate date of mailing (“mailing date”), and the final date by which a payment can be received before a bill is deemed delinquent.
  - b. Monthly local service charges, including access line, wiring, and extra directory listing charges. Such charges shall be itemized following an initiation or change of service and itemized upon subscriber request.
  - c. Monthly equipment charges. Such charges shall be itemized following a connection or change in equipment and itemized upon subscriber request.
  - d. Total toll charges, with information for each toll call as to its date, time, length, rate code at which billed, place called, and telephone number called. Additionally, if the call is a collect, credit card or third number call, the telephone number and city called from shall be shown. Included on the bill shall be an explanation of the rate codes.

- e. Service charges for non-recurring items such as directory assistance or service connection or move charges, itemized for each charge separately included in filed tariffs.
  - f. The amount due for excise taxes.
  - g. The amount due for sales taxes.
  - h. The amount due for franchise taxes, if any.
  - i. The total amount (sum of b through h above) due for service in the current billing period.
  - j. The amount of additional charges due for past due accounts, collection charges, reconnection charges, installation payments or other telephone company charges authorized by the Commission.
  - k. The amount of any adjustments or credits.
  - l. The total amount due.
  - m. The address and telephone number of the telephone company and the identification of the person or office where a subscriber may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
- (2) The telephone company may include on the bill charges for special services which are not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise or directory advertising. Charges for special service shall be designated clearly and separately from charges for telephone services.

- (3) If a subscriber makes partial payment for the total bill, the payment shall be credited first to the additional charges (1) (j), then to current charges (2) (i) and then to special charges (2), for purposes of discontinuance of services.
- (4) The telephone company shall make an adjustment or refund as required below if a subscriber's service is interrupted otherwise than by negligence or willful act of the subscriber. The adjustment or refund shall be a pro rata part of the monthly local service and miscellaneous equipment charges for the period of time during which service is interrupted; except an adjustment or refund is not required for the time when the company stands ready to repair or restore service and the subscriber does not provide access necessary for the repair or restoration. The adjustment or refund may be accomplished by a credit on a subsequent bill for telephone service. An adjustment or refund shall be made:
- a. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
  - b. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

SECTION II STANDARDS ON PAYMENT AND COLLECTION  
OR RECONNECTION CHARGES

- A. All bills for telephone company service are due and payable upon receipt. A bill shall be

deemed delinquent if payment thereof is not received by the telephone company or its authorized agent or is not postmarked on or before the date stated on the bill which date shall be the tenth (10<sup>th</sup>) day after the date of the mailing of the bill to the customer. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed.

- B. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of the telephone company are not open to the general public, the final payment date shall be extended through the next business day.
- C. If a notice of discontinuance is given pursuant to Section IV E, the telephone company may require a charge for such notice as provided in the telephone company's rules, regulations or tariffs.
- D. The telephone company may discontinue service, either temporarily or indefinitely, for the reasons listed in Section IV, and after proper notice. If the discontinuance is pursuant to Subsections IV A (2), (4), (5), (6), (7), (8) or B (2), charges may be required as follows:
  - (1) If a trip is made to the subscriber's premises for the purpose of discontinuing service or disconnecting equipment and collection of or arrangements for payment occurs pursuant to Subsections IV G (2) (C) or (3), a collection fee may be charged as provided in the telephone company's rules, regulations or tariffs. The charge should be equal to a charge for a service trip to a subscriber's premises if such a charge is included in the telephone company tariffs.
  - (2) Reconnection charges may be required as provided in the telephone company's

rules, regulations or tariffs. Such charges may differentiate between reconnection after discontinuance of service involving no trip by the company's employee and reconnection after disconnection involving such a trip. Such charges shall differentiate between reconnection which requires a trip and/or work at the subscriber's premises and reconnection which does not require such a trip or work.

- E. When the telephone company discontinues service to the subscriber, the telephone company shall also cease charging the subscriber for services and equipment as of the date of discontinuance or shall make an appropriate pro rata adjustment or refund for the period of discontinuance to the amount owed upon restoral or reconnection of service.

### SECTION III STANDARDS ON SECURITY DEPOSIT PRACTICE

- A. The telephone company may require the subscriber to provide proof of identity and credit information to the telephone company before service is made available. The telephone company may at the time of application for service or at any time thereafter on five (5) days written notice, require a deposit to guarantee payment of bills for telephone service rendered if:
  - (1) The telephone company establishes that the subscriber has an unsatisfactory credit rate, or has an insufficient prior credit history upon which a credit rating may be based; or
  - (2) The subscriber has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years; or

- (3) The subscriber has, in an unauthorized (or illegal) manner, interfered with or used the service of a telephone company within the last five (5) years; or
  - (4) The subscriber fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.
- B. No deposit shall be required by any telephone company because of a subscriber's race, sex, creed, national origin, marital status, age, number of dependents, source of income or geographical area of residence.
- C. The amount of the deposit required shall not exceed the amount of two (2) months projected average bills. For purposes of establishing deposits and projecting monthly bills, the telephone company shall consider the length of time the subscriber can reasonably be expected to take service, past usage patterns, and usage patterns of other similar subscriber's. The amount of the deposit may be adjusted if the character or usage of the subscriber's service should change.

The telephone company shall permit payment of any required residential deposit in equal installments over a period of at least two months and, if the initial or additional deposit required is over fifty dollars (\$50), over a period of at least four months; except that, in lieu of permitting such installment payments, the telephone company may continue to provide local service while restricting access to the toll network until the required deposit is paid if such restriction does not interfere with the ability to make emergency calls. If such residential deposit is greater than one hundred dollars (\$100), a substantial portion of which is related to toll usage, and the subscriber wishes to pay the deposit in more than four installments the telephone company shall make such

arrangements if the central office can be wired to restrict access to the toll network at a reasonable cost, and the subscriber agrees to pay as part of the installment payments the charges for restricting access during the period of payments. Such charge shall be as provided in rules, regulations or tariffs filed with and approved by the Commission.

- D. A telephone company shall maintain a record of all deposits received from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.
- E. Whenever a security deposit or installment payment thereon is accepted, the telephone company will issue to the subscriber a non-assignable receipt containing the following minimum information:
  - (1) Name of subscriber
  - (2) Place of deposit
  - (3) Date of deposit
  - (4) Amount of deposit
  - (5) Telephone company name and address, signature, and title of the telephone company employee receiving deposit.
  - (6) Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 1982 Supp. 12-822 and amendments thereto.
  - (7) Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from residential subscribers who made non-delinquent payments of undisputed bills for telephone service for a period of twelve (12) consecutive months shall be either credited with interest to

their telephone bills or, if requested, refunded.

However, in lieu of a receipt, the telephone company may indicate on the monthly customer billing the amount of any security deposit retained by the telephone company, provided that the information required by subsections (6) and (7) above is individually provided in writing to the subscriber, either in the telephone directory or otherwise.

- F. Upon termination of service, and determination of a final bill the telephone company will refund the deposit to the subscriber less any unpaid telephone bills due the telephone company. When refunded or credited, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1982 Supp. 12-822 and amendments.
- G. The telephone company may transfer deposits from one subscriber to another only upon the written request of both subscribers. Upon termination of the subscriber's service at a service address, the telephone company may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
- H. In lieu of the security deposit, a telephone company may accept a surety bond or the written guarantee of a responsible party as surety for a subscriber's service account. A responsible party need not be a telephone subscriber in order to qualify as a guarantor. The telephone company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The telephone company may not disconnect telephone service to the guarantor for failure to pay the guaranteed subscribers delinquent account.

The guarantor shall be released upon non-delinquent payment by a residential subscriber of all undisputed proper charges for telephone service for a period of twelve (12)

consecutive months or upon termination of service and payment of telephone bills.

#### SECTION IV STANDARDS ON DISCONTINUANCE OF SERVICE PRACTICES

- A. The telephone company may discontinue or refuse service for any of the following reasons:
- (1) When the subscriber requests it.
  - (2) When a telephone bill becomes delinquent as provided in Section II A, after proper notice, as provided in Section IV E.
  - (3) When a dangerous condition exists on the subscribers premises.
  - (4) When the subscriber fails to provide credit information, security deposit, surety bond or guarantee, as set forth in Section III A and H.
  - (5) When the subscriber misrepresents his or her identity for the purpose of obtaining telephone service.
  - (6) When the subscriber refuses to grant telephone company personnel access, during normal working hours, to telephone equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement.
  - (7) When the subscriber violates any rule of the telephone company, which violation adversely affects the safety of the subscriber or other persons, or the integrity of the telephone system.
  - (8) When the subscriber causes or permits unauthorized interference with or use of telephone service situated on or about the subscriber's premises.
- B. None of the following shall constitute sufficient cause for a telephone company to

discontinue service.

- (1) The failure of a subscriber to pay for yellow page ads or other non-tariffed charges.
- (2) The failure of the subscriber to pay for concurrent service received at a separate residence or location. In the event of discontinuance or termination of service at a separate residence or location in accordance with these rules, a telephone company may transfer any unpaid balance to any other service account with the subscriber's written consent; provided however, that in the event of the failure of the subscriber to pay a final bill at a service location, the telephone company may transfer such unpaid balance to any successive service account opened by the subscriber for the same class of service (business or residential) and may discontinue or refuse service at such successive service location for non-payment of such transferred amount.
- (3) The failure of the subscriber to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases.
- (4) The failure of a subscriber to pay a bill which is in dispute; provided, however, that the subscriber pays that portion of the bill not in dispute.

C. Except for discontinuance pursuant to Subsections IV A, (1), (3), (7) and (8), a telephone company shall not discontinue service unless:

- (1) At the time of the proposed discontinuance, for one hour after the discontinuance and on the day following discontinuance, the telephone company office or

personnel identified in the notices given pursuant to Section E and F (2) are open or available to the subscriber for the purpose of preventing discontinuance or obtaining reconnection, and

- (2) The procedures required by Section IV G are followed.

D. Discontinuance in special circumstances.

- (1) If a residential subscriber notifies the telephone company and establishes that:
  - a. Discontinuance would be especially dangerous to the health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered, and
  - b. (i) Such subscriber is unable to pay for such service in accordance with the requirements of the telephone company's billing or (ii) is able to pay for such service only in installments.

The telephone company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the subscriber can make arrangements for reasonable installment payments.

- (2) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the subscriber's (or other resident's) medical condition, age or disability.
- (3) The telephone company may restrict access to the toll network during the period of postponement or installment payments if the central office can be wired to do so at reasonable cost and such restriction would not be especially dangerous to health. The reasonable cost of such restriction may be charged to the subscriber

as part of the installment payments. The charge shall be as provided in rules, regulations or tariffs filed with and approved by the Commission.

E. Notice of discontinuance of service:

- (1) The telephone company shall give the subscriber seven (7) days written notice before initially discontinuing service, unless the discontinuance is upon subscriber request or involves a dangerous condition, violation of telephone company rules or unauthorized interference with or use of services, Subsection IV (A) (1), (3), (7) or (8), in which case the telephone company may discontinue service immediately.
- (2) Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. A telephone company shall maintain an accurate record of the date of mailing.

F. The notice required by Section IV E shall contain the following information:

- (1) The name billing address of the subscriber and the telephone number being disconnected.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service.
- (3) The date on or after which service will be discontinued unless the subscriber takes appropriate action, including the date or time period after which service will be permanently or indefinitely disconnected, if a two stage process is involved.
- (4) Terms under which the subscriber may avoid discontinuance.
- (5) A clear and concise explanation of the charges and conditions for restoral or

reconnection of service, both after a temporary suspension or interruption and an indefinite disconnection, if such a two stage procedure is used by the telephone company. For purposes of explaining charges for reconnection which consist of multi-elements, a schedule of such charges may be set forth or, if the current charges are set forth in the telephone directory, reference may be made to the schedule in the directory.

- (6) A statement that discontinuance may be postponed or avoided if a subscriber can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the telephone company for moneys not in dispute.
- (7) A statement reasonably calculated to apprise the subscriber of the availability of an administrative procedure which may be utilized in the event of a bonafide dispute or under other circumstances, such as provided in IV D. The address, telephone number and name of the telephone company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that the subscriber may meet with a designated employee of the telephone company and may present his or her reasons for disputing a bill or the telephone company's reasons for discontinuance, requesting credit arrangements or requesting a postponement of discontinuance.

- G. (1) Immediately prior to initial disconnection or suspension of service the telephone company shall have one of its employees make a reasonable effort to:

- a. Contact (either by telephone or, if a premise visit is required for disconnection, by personal visit) and identify himself or herself to the subscriber or responsible person on the premises and announce the purpose of the contact. (An attempt at telephone contact is not required if the subscriber has been sent a notice of discontinuance in the prior twelve months.)
  - b. Identify and record the name of the person contacted.
  - c. If a personal visit is made and payment of all amounts necessary to avert disconnection, including any required collection fee, is tendered, the employee shall either accept such payment or shall contact the appropriate telephone company office to allow the subscriber or responsible person to make arrangements for such payment and thereby avert disconnection.
  - d. Record statements disputing the accuracy of the delinquent bill;
  - e. Record statements disputing the accuracy of the telephone company's finding concerning the cause for discontinuance; and
  - f. Record statements concerning the medical condition of any permanent resident of the premises;
- (2) If contact with the subscriber is not made, service may be discontinued as specified in the disconnect notice. If a premise visit was required for initial discontinuance (as in the case of multi-party service) then the employee shall leave a notice upon the premises in a manner conspicuous to the subscriber disclosing the date and time of discontinuance and giving the address and

telephone number of the telephone office where the subscriber may arrange to have service restored.

- (3) If the telephone company uses a two stage procedure involving a temporary suspension or interruption of service followed by an indefinite disconnection of equipment at the subscriber's premises, the telephone company employee disconnecting the equipment shall accept any tender of payments necessary for restoration of service, including any required restoral and collection fee or shall make arrangements for the receipt of such payments and for restoration.

H. Restoration of service:

- (1) Upon the subscriber's request, a telephone company shall restore service promptly when (a) the cause of discontinuance of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made.
- (2) At all times, every responsible effort shall be made to restore service on the restoration day requested.
- (3) The telephone company may charge a reasonable fee for the restoration of service as provided in Section II C.

I. Disputes:

- (1) When a subscriber advises the telephone company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute or that the telephone company's reasons for discontinuance are factually invalid, the telephone company shall:

- a. Immediately record the date, time and place in the complaint is made.
  - b. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
  - c. Investigate the dispute promptly and completely.
  - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- (2) A subscriber may advise a telephone company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the telephone company.
- (3) A telephone company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, on-site visits or any other technique reasonably conducive to settlement of the dispute.
- (4) In the event that a dispute is not resolved to the satisfaction of the subscriber after full investigation, and the telephone company intends to proceed with discontinuance, the telephone company shall advise the subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The telephone company may then discontinue service if proper notice has been given.
- (5) Each telephone company shall publish in its telephone directory a conspicuous notice stating that subscribers who are unable to obtain a satisfactory resolution of a dispute with a telephone or other public utility may contact the State

Corporation Commission of the State of Kansas for information as to possible further remedies.

#### SECTION V WAIVER OF REQUIREMENTS

The requirements contained in these standards may be waived in individual cases by the Commission upon written request by the telephone company and a showing that compliance with the requirement would serve the interests of neither the telephone company nor the subscriber.